

Invitation to Bid (ITB)

for
Supply of Communication, Mine Clearance Support Equipment.

Name of Country: Iraq

Name of Project and Code: 00075756– Action UNDP Iraq Mine Action Team

ITB Number: NAO/MA/IRQ/ITB/11/031

Date of issuance: 18 November 2011

1. UNOPS now invites bids from eligible and qualified Bidders for the supply of the goods and services as described above.
2. Bidding will be conducted through the One Envelope International Competitive Bidding procedures specified in the UNOPS Procurement Manual and is open to all eligible Bidders as defined in this ITB.
3. Interested eligible Bidders may obtain further information from Roger Cattaneo at RogerC@unops.org.
4. Qualifications requirements are specified in the ITB.
5. Bids must be delivered as specified in the Instructions to Bidders of this ITB (please read this part carefully). Late bids will be rejected. Bidders' representatives are invited to attend the bid opening. If you plan to attend, you must advise UNOPS at least 24 hours in advance of the opening by sending an email to RogerC@unops.org. Please indicate the bid reference number in the email subject. A bid opening report indicating the total price of each offer is available to all Bidders upon request. As soon as a contract award has been approved by all parties, the results will be posted on <http://www.unops.org/english/whatweneed/Pages/Contractawards.aspx>.
6. Please acknowledge receipt of this ITB by returning Form 1 (see Section II, Bidding Forms) as far in advance of the bid opening date as possible, to email address: RogerC@unops.org, indicating whether or not you intend to submit a bid. If you are declining to bid, please state the reasons on the form in order for UNOPS to improve its effectiveness in future invitations.
7. UNOPS strongly encourages all Bidders to subscribe to the Tender Alert Service available on the United Nations Global Market Place (www.ungm.org). This will allow Bidders to be notified automatically of all UNOPS business opportunities for the products and services for which they have registered. Instructions on how to subscribe to the Tender Alert Service can be found in the [UNGM Interactive Guide for Suppliers](#).

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18 Nov 2011

ITB for Procurement of Goods

Summary

Section I. Instructions to Bidders

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. Section I contains provisions that are to be used without modification.

Section II. Bidding Forms

This Section includes the forms for the Bid Submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be submitted with the Bid.

Section III. Schedule of Requirements

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

Section IV. UNOPS General Conditions for Goods (GCG)

This Section includes the general clauses to be applied in all contracts. The text of the clauses in this Section shall not be modified.

Section V. Special Conditions for Goods (SCG)

This Section includes clauses specific to each contract that modify or supplement Section VI, UNOPS General Conditions for Goods.

Section VI: Contract Forms

This Section includes the form for the Agreement, which, once completed, incorporates corrections or modifications to the accepted bid that are permitted under the Instructions to Bidders, the General Conditions for Goods, and the Special Conditions for Goods. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Section I. Instructions to Bidders

Table of Contents

A. General

1. Scope of Bid
2. Source of Funds
3. Fraud and Corruption
4. Eligible Bidders
5. Eligible Goods and Related Services

B. Contents of Bidding Documents

6. Sections of Bidding Documents
7. Clarification of Bidding Documents
8. Amendment of Bidding Documents

C. Preparation of Bids

9. Cost of Bidding
10. Language of Bid
11. Documents Comprising the Bid
12. Bid Submission Form and Price Schedules
13. Alternative Bids
14. Bid Prices and Discounts
15. Currencies of Bid
16. Documents Establishing the Eligibility of the Bidder
17. Documents Establishing the Eligibility of the Goods and Related Services
18. Documents Establishing the Conformity of the Goods and Related Services
19. Documents Establishing the Qualifications of the Bidder
20. Period of Validity of Bids
21. Bid Security
22. Format and Signing of Bid

D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids
24. Deadline for Submission of Bids
25. Late Bids
26. Withdrawal, Substitution, and Modification of Bids
27. Bid Opening

E. Evaluation and Comparison of Bids

28. Confidentiality
29. Clarification of Bids
30. Responsiveness of Bids
31. Nonconformities, Errors, and Omissions
32. Preliminary Examination of Bids
33. Examination of Terms and Conditions; Technical Evaluation
34. Conversion to Single Currency
35. Domestic Preference
36. Evaluation of Bids
37. Comparison of Bids
38. Post-qualification of the Bidder
39. UNOPS's Right to Accept Any Bid, and to Reject Any or All Bids

F. Award of Contract

40. Award Criteria
41. UNOPS's Right to Vary Quantities at Time of Award
42. Publication of Contract Award
43. Signing of Contract
44. Performance Security

Section I. Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 The type of Goods and Related Services to be purchased is: Supply of Communication, Mine Clearance Support Equipment.

2. Source of Funds

- 2.1 UNOPS intends to apply a portion of the funds it has received from funding sources to eligible payments under the contract for the procurement of Supply of Communication, Mine Clearance Support Equipment.

3. Fraud and Corruption

- 3.1 It is UNOPS policy to require that Bidders, suppliers, and contractors and their subcontractors under UNOPS contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, UNOPS:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) bribery is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts;
 - (ii) extortion or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation;
 - (iii) fraud is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of UNOPS or other participants;
 - (iv) collusion is the agreement between Bidders designed to result in bids at artificial prices that are not competitive.
- (b) will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;
- (c) will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a UNOPS contract;
- (d) will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a UNOPS contract;
- (e) will normally requires a UNOPS vendor to allow UNOPS, or any person that UNOPS may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.

- 3.2 Any vendor participating in UNOPS' procurement activities, shall facilitate to UNOPS personnel upon first request, all documents, records and other elements needed by UNOPS to investigate the allegations of misconduct by either vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from UNOPS vendor roster and may lead to suspension following review by UNOPS Vendor Review Committee.

- 3.3 Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, UNOPS Internal Audit and Investigations Group (IAIG) as well as with other investigations authorized by the Executive Director and with the UNOPS Ethics Officer (during preliminary reviews in line with UNOPS whistle blower policy) as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives, agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNOPS to repudiate and terminate the contract, and to debar and remove the supplier from UNOPS's list of registered suppliers.

- 3.4 Information regarding Bid Protest can be found at:

<http://www.unops.org/english/whatwedo/services/procurement/Pages/Procurementpolicies.aspx>

4. Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country.
- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNOPS to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods to be purchased under these Bidding Documents ; or
 - submit more than one bid in this bidding process, except for alternative offers permitted under Instructions to Bidders Clause 13. However, this does not limit the participation of subcontractors in more than one bid.
- 4.3 A Bidder that is under a declaration of ineligibility by UNOPS in accordance with Instructions to Bidders Clause 3, at the date of contract award, shall be disqualified. Bidders shall not be eligible to submit a bid when at the time of bid submission:
- Suppliers are already suspended by UNOPS; or,
 - Supplier's names are mentioned in the UN 1267 Terrorist list issued by the Security Council resolution 1267 which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban; or,
 - Suppliers are suspended by the UN Procurement Division (UNPD); or,
 - Suppliers have been declared ineligible by the World Bank (see <http://www.worldbank.org/debarr>).
- 4.4 Bids may be submitted by a Joint Venture (JV). In the case of a JV:
- The duly filled Form 4: Joint Venture Partner Information Form of Section II, Bidding Forms must be included with the Bid; and
 - All parties to the JV shall be jointly and severally liable; and
 - The JV shall nominate a Representative who shall have the authority to conduct all businesses:
 - for and on behalf of any and all the parties of the JV during the bidding process; and
 - in the event the JV is awarded the Contract, during contract execution.
- 5. Eligible Goods and Related Services**
- 5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country.
- 5.2 For purposes of this Clause, the term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

- 6.1 The Bidding Documents consist of:
- Section I. Instructions to Bidders
 - Section II. Bidding Forms
 - Section III. Schedule of Requirements
 - Section IV. General Conditions for Goods (GCG)
 - Section V. Special Conditions for Goods (SCG)
 - Section VI. Contract Forms
- 6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 6.3 Bidders are cautioned to read the specifications carefully (see Schedule III - Schedule of Requirements), as there may be special requirements. The technical specifications presented herein are not to be construed as defining a particular manufacturer's product. Bidders are encouraged to advise UNOPS, if they disagree.

- 6.4 The specifications are the minimum requirements for the products. Products offered must meet or exceed all requirements herein. The products shall conform in strength, quality and workmanship to the accepted standards of the relevant industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.

7. Clarification of Bidding Documents

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact UNOPS in writing at RogerC@unops.org. UNOPS will respond in writing to any request for clarification, provided that such request is received no later than **2 days** prior to the deadline for submission of bids. UNOPS shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source.

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, UNOPS may amend the Bidding Documents by issuing amendment.
- 8.2 Any amendment issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from UNOPS.
- 8.3 To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bids, UNOPS may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid.

10. Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and UNOPS, shall be written in English, Spanish or French language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, Spanish or French language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with Instructions to Bidders Clauses 12, 14, and 15;
 - (b) documentary evidence in accordance with Instructions to Bidders Clause 16 establishing the Bidder's eligibility to bid;
 - (c) documentary evidence in accordance with Instructions to Bidders Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (d) documentary evidence in accordance with Instructions to Bidders Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
 - (e) documentary evidence in accordance with Instructions to Bidders Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted.

12. Bid Submission Form and Price Schedules

- 12.1 The Bidder shall submit the Bid Submission Form and the Price Schedules using the forms furnished in Section II, Bidding Forms.

13. Alternative Bids

- 13.1 Alternative Bids will not be accepted. In the event of a supplier submitting more than one Bid, the following shall apply:
- (a) All Bids marked alternative Bids will be rejected and only the base Bid will be evaluated.
 - (b) All Bids will be rejected if no indication is provided as to which Bids are alternative Bids.

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below. Unit prices and total prices shall be quoted as specified in Price Schedule included in Section II, Bidding Forms. Bidders are allowed the option to submit the Bid for any one or more lots specified in the Schedule of Requirements, see Section III, and to offer discounts for combined lots. However, Bidders shall quote for the complete requirement of Goods and Related Services specified under each lot on a single responsibility basis. Incomplete offers for the quoted lots, will be rejected.
- 14.2 The terms FCA, CPT and other similar terms shall be governed by the rules prescribed in the Incoterms 2010, published by The International Chamber of Commerce.
- 14.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected.
- 15. Currencies of Bid**
The Bidder shall quote in any freely convertible currency.
- 16. Documents Establishing the Eligibility of the Bidder**
- 16.1 To establish their eligibility in accordance with Instructions to Bidders Clause 4, Bidders shall:
- complete the Bid Submission Form, included in Section II, Bidding Forms.
 - complete Form 4: Joint Venture Partner Information Form of Section II, Bidding Forms, and provide all documents as required in the Form, in the event that the Bid is submitted by a Joint Venture.
- 17. Documents Establishing the Eligibility of the Goods and Related Services**
- 17.1 To establish the eligibility of the Goods and Related Services in accordance with Instructions to Bidders Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section II, Bidding Forms.
- 18. Documents Establishing the Conformity of the Goods and Related Services**
- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section III, Schedule of Requirements.
- 18.2 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by UNOPS in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to UNOPS's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to UNOPS's satisfaction:
- that a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section II, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Country of destination;
 - that in case of a Bidder not doing business within the Country of destination, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions for Goods and/or Technical Specifications; and
 - that the Bidder meets each of the qualification criterion specified in Instructions to Bidders, Sub-section 38.4.
- 20. Period of Validity of Bids**
- 20.1 Bids shall remain valid for a period of **90 days** after the bid submission deadline date prescribed by UNOPS. A bid valid for a shorter period shall be rejected by UNOPS as non responsive.

- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, UNOPS may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with Instructions to Bidders Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

21. Bid Security

- 21.1 A Bid Security as part of the Bidder's bid **shall not** be required.
- 21.2 If a Bid Security is not required, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in Instructions to Bidders 20.2, or
 - (b) if the successful Bidder fails to: sign the Contract in accordance with Instructions to Bidders 43; or furnish a performance security in accordance with Instructions to Bidders 44,
- UNOPS may declare the Bidder disqualified to be awarded a contract UNOPS for a period of time of one year.

22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original of the documents comprising the bid as described in Instructions to Bidders Clause 11 and clearly mark it "ORIGINAL." No copy of the bid is required.
- 22.2 The original of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids

- 23.1 Bidders may always submit their bids by mail or by hand. Bidders shall have the option of submitting their bids electronically.
- (a) Bidders submitting bids by mail or by hand, shall enclose the original of the Bid in a sealed envelope, which shall:
 - bear the name and address of the Bidder as well as the ITB reference number;
 - be addressed to UNOPS in accordance with Instructions to Bidders Sub-Clause 24.1;
 - bear a warning "Not to be opened by registry";
 - if the envelope is not sealed and marked as required, UNOPS will assume no responsibility for the misplacement or premature opening of the bid.
 - (b) Apart from the Bid Security which shall be submitted in original (unless not required in accordance with Instructions to Bidders Clause 21.1), Bidders' bid may be submitted electronically. A bid sent by email may only be sent to the secure bid email address maubids@unops.org and must indicate the ITB reference number in the subject. Bids sent or copied to any other email address number will be declared invalid.

Bids sent via the correct route after having been sent incorrectly will be declared invalid.

Size of individual e-mails, including e-mail text and attachments, must not exceed 8 MB.

An auto reply message acknowledging receipt of email will be sent to Bidders submitting their bid by email.

In order to avoid last minute line congestion, please note the following:

- Send your Bid as early as possible before the deadline;
- Send only the duly completed Bidding Documents to the secure email address (or secure bid fax). Do not send other large documents by email or fax such as commercial brochures as these documents should accompany the original hard copy of your Bid, which must be received within five (5) business days from the Bid Receipt deadline;

- If the size of the email is likely to exceed 8 MB, please send the required Bidding Documents via multiple emails and indicate the email number (email 1, email 2, etc.) in the subject field of each email;

24. Deadline for Submission of Bids

24.1 Bids must be received by UNOPS NAO at **The Chrysler Building, 405 Lexington Avenue, 5th Floor, New York, New York 10174, USA** and no later than **28 November 2011, 11.00 hours New York Time, USA** (ref.: www.timeanddate.com/worldclock).

24.2 UNOPS may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Instructions to Bidders Clause 8, in which case all rights and obligations of UNOPS and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 UNOPS shall not consider any bid that arrives after the deadline for submission of bids, in accordance with Instructions to Bidders Clause 24. Any bid received by UNOPS after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder (or Bidders will be notified if the bid has been submitted electronically).

26. Withdrawal, Substitution, and Modification of Bids

26.1 Prior to the deadline prescribed for submission of bids, a Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice.

26.2 Bids requested to be withdrawn in accordance with Instructions to Bidders Sub-Clause 26.1 shall be shredded if there is no requirement for Bid Security or shall be returned unopened to the Bidders if a Bid Security is required.

26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

27. Bid Opening

27.1 **UNOPS shall not conduct the bid opening in public.**

Bids received electronically by the required deadline will be printed and a copy of the Bids will be put in a sealed envelope that will be opened at the time and date specified in Instructions to Bidders, Sub Clause 24.1. If multiple Bids are sent by a same Bidder, only the last received Bid will be opened.

27.2 Envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Prices; and any other details as UNOPS may consider appropriate. No Bid shall be rejected at Bid opening except for late bids, in accordance with Instructions to Bidders Sub-Clause 25.1.

27.3 UNOPS shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and the Bid.

E. Evaluation and Comparison of Bids

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.

28.2 Any effort by a Bidder to influence UNOPS in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

Notwithstanding Instructions to Bidders Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact UNOPS on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, UNOPS may, at its discretion, ask any Bidder for a clarification of its Bid. UNOPS's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted.

30. Responsiveness of Bids

30.1 UNOPS's determination of a bid's responsiveness is to be based on the contents of the bid itself.

30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, UNOPS's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

UNOPS considers material deviation to include but not to be limited to the following situations:

(d) During preliminary examination of bids (verification of formal criteria):

- Lack of proper bid securities in terms of change in the wording (not consistent with the prescribed format), amount, or validity period.
- Absence of bid form, change in the wording (not consistent with the prescribed format) or lack of signature of key portions of the bid form.
- The Bidder does not accept important Contract conditions, i.e. related to Performance Security, Warranty, Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, Limitation of Liability, etc.
- Non historical documents required in the ITB, i.e. document specifically related to the tender and one that the Bidder could not be expected to possess before the ITB was issued, have not been provided.

(e) During technical evaluation of bids and qualification of Bidders:

- Specifications of the item quoted vary in one or more significant respect(s) from the minimum required Technical Specifications.
- Bidders do not meet the minimum post-qualification requirements.

(f) During financial evaluation of bids:

- The Bidder does not accept the required price correction as per ITB conditions.
- The Bidder offers less quantity than what is required.

30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by UNOPS and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

31.1 Provided that a Bid is substantially responsive, UNOPS:

- (a) may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- (b) may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- (c) shall correct arithmetical errors on the following basis:
 - If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNOPS there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its Bid Security may be forfeited.

32. Preliminary Examination of Bids

32.1 UNOPS shall examine the bids to confirm that all documents and technical documentation requested in Instructions to Bidders Clause 11 have been provided, and to determine the completeness of each document submitted.

33. Examination of Terms and Conditions and Technical Evaluation

33.1 UNOPS shall examine the Bid to confirm that it does not contain material deviation or reservation related to the conditions and requirements specified in the GCG, Section IV, and in the Schedule of Requirements, Section III.

33.2 If, after the examination of the terms and conditions and the technical evaluation, UNOPS determines that the Bid is not substantially responsive in accordance with Instructions to Bidders Clause 30, it shall reject the Bid.

34. Conversion to Single Currency

34.1 For evaluation and comparison purposes, UNOPS shall convert all bid prices expressed in amounts in various currencies into an amount in *USD* using the United Nations exchange rates established for the month in which the bids are opened.

35. Domestic Preference

35.1 Domestic preference shall not be a factor in bid evaluation.

36. Evaluation of Bids

36.1 UNOPS shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2 To evaluate a Bid, UNOPS shall consider the following:

- (a) evaluation will be made based on compliance to requirements of each lot and the total cost of each lot, taking into consideration the possibility of UNOPS contracting separately for each lot;
- (b) price adjustment for correction of arithmetic errors in accordance with Instructions to Bidders Sub-Clause 31.3;
- (c) price adjustment due to discounts offered in accordance with Instructions to Bidders Sub-Clause 14.4;

36.3 UNOPS's evaluation of a bid will exclude and not take into account:

- (a) Customs duties and other import taxes, sales and other similar taxes, which may be payable on the Goods if the contract is awarded to the Bidder;

(b) Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

36.4 Bidders are allowed to quote separate prices for one or more lots. UNOPS may award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is as follows:

UNOPS shall:

evaluate only complete lots;

take into account the lowest priced substantially compliant offer for each lot; and

where a supplier does not meet all post-qualification criteria as specified in Instructions to bidders, Clause 38, Sub-clause 38.4 for all the lots for which it is lowest priced, substantially compliant, UNOPS will award each of the affected lots in a manner which achieves the best overall value-for-money combination for UNOPS. Therefore, in situations whereby a Bidder has offered the lowest evaluated bid price (i.e. the L1 Bidder) for more than one lot in the same Bid and at the post-qualification stage of the evaluation, it is determined that the Bidder does not meet some post-qualification requirements for all the lots bid by it UNOPS shall proceed as follows:

A price comparison lot wise shall be made with the other Bidders with the second lowest bid price (i.e. L2 Bidder).

The price difference between the L1 offer and the offer of the L2 Bidder for each lot shall then be calculated.

In order to achieve the highest savings and select the most cost effective combination of multiple offers for the final recommendation of award, the lots where the price differences between the L1 offer and the offer of the L2 Bidder are higher shall be awarded to the L1 Bidder until the combinations of all lots awarded to the L1 Bidder reaches the value that could be awarded to the L1 Bidder taking into account the post-qualification requirements as stated in the ITB (e.g. production capacity, turnover, maximum contract value, etc.).

37. Comparison of Bids

37.1 UNOPS shall compare all substantially responsive bids to determine the lowest priced compliant offer, in accordance with Instructions to Bidders Clause 36.

37.2 Bid comparison will be made on the total cost, delivered to final destination. UNOPS reserves the right to compare freight prices of Bidders with rates of reputable freight forwarders and to consider such rates for the purpose of bid evaluation. In the event of freight prices of Bidders being found less competitive than rates offered by freight forwarders, UNOPS may issue a Contract on FCA basis to the Vendor instead of CPT/CFR, and issue a separate contract for freight to a freight forwarder, if deemed in the best financial interest of UNOPS.

38. Post-qualification of the Bidder

38.1 UNOPS shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Instructions to Bidders Clause 19.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event UNOPS shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

38.4 After determining the lowest priced substantially compliant offer in accordance with Instructions to Bidders Sub-Clause 37.1, UNOPS shall carry out the post-qualification of the Bidder in accordance with Instructions to Bidders Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications. When the Bidder is not the manufacturer of the Goods, the Bidder shall be duly authorized by the manufacturer of the Goods who meets the criteria below and all supporting documents/information as asked below for the Bidder shall also be submitted for the manufacturer with the Bid:

(a) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- The manufacturer whose products are offered by the Bidder must have manufactured and supplied the specific Goods to the extent of at least 100% of the quantity indicated against each lot under “Section V, Schedule of Requirements” in any one of the last five calendar years. There should not be any adverse report regarding the supplies for at least five years preceding the date of bid opening.
- For non manufacturer Bidders (excluding agents quoting in the name of the manufacturer): the Bidder, as authorized by the manufacturer, has supplied and provided after sales services to the extent of at least 100% of the quantities indicated against each lot specified in the Schedule of Requirements in any one of the last three (3) years. The Goods must be in satisfactory operation.
- The offered goods must be from manufacturers adhering to the ISO 9001 or 9002 quality system. Bidders must include in their offer a copy of the ISO certificate. The certificate must be valid and established by an internationally recognised inspection company. Quality certification systems equivalent to ISO 9000 will be considered.
- Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the Goods supplied by the Bidder.
- Bidders shall furnish data to support that they have capacity to perform the Contract and complete delivery of the supplies within the stipulated delivery period.
- Details of experience and past performance of the Bidder on product offered and on those of similar nature within the past 3 (three) years and details of current contracts in hand and other commitments (suggested form given in Section II, Bidding Forms, Form 10: Performance Statement Form.
- Brief write-up, backed with adequate data, explaining the Bidder's available capacity and experience (both technical and commercial) for the manufacture and supply of the required Goods within the specified time of completion after the meeting of all of the Bidder's current commitments.

(b) Additional Requirements:

- Written confirmation from the Bidder that the Bidder is neither suspended by the UN system nor debarred by the World Bank group.
- Documentary evidence to demonstrate that the Goods offered by the Bidder meet the following usage requirement:
- Detailed description of the Goods essential technical and performance characteristics.
- The past performance of the Bidder shall be taken into account for evaluation. The Bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the Bidder and the manufacturers whose products are being offered by the Bidder, in the last 3 (three) years (see Schedule IV, Bidding Forms, Form 11). Such adverse actions (including suspension or cancellation of its manufacturing license by regulatory authorities, product recalls etc.) may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the Bidder's bid.

38.5 Notwithstanding anything stated above, UNOPS reserves the right to assess the Bidder's capabilities and capacity to execute the Contract satisfactorily before deciding on award.

38.6 Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing contracts, inordinate delays in completion, litigation history, financial failures etc.

39. UNOPS's Right to Accept Any Bid, and to Reject Any or All Bids

39.1 UNOPS reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

40. Award Criteria

40.1 In the event of a Contract award, UNOPS shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

- 40.2 Before the award of Contract, UNOPS may inspect the manufacturing facilities of the lowest evaluated responsive Bidder to assess his capability to successfully perform the Contract as per the terms and conditions specified in the ITB.
- 41. UNOPS's Right to Vary Quantities at Time of Award**
- 41.1 At the time the Contract is awarded, UNOPS reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section III, Schedule of Requirements, provided this does not exceed 20 (*twenty*) %, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 42. Publication of Contract Award**
- 42.1 UNOPS shall publish in UNOPS website (<http://www.unops.org/english/whatweneed/Pages/Contractawards.aspx>) the following information: the ITB Reference Number, the Description of the Goods / Services procured, the Beneficiary Country, The Supplier Name and Country, the Contract Value and the Issue Date of the Contract. After publication of the award, unsuccessful Bidders may request in writing to UNOPS for a debriefing seeking explanations on the grounds on which their bids were not selected. UNOPS shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.
- 42.2 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to Instructions to Bidders Clause 44, UNOPS will promptly notify and will discharge the Bid Security of each unsuccessful Bidder, pursuant to Instructions to Bidders Clause 21.4.
- 43. Signing of Contract**
- 43.1 Prior to the expiration of the period of bid validity, UNOPS shall send the successful Bidder the Contract and the Special Conditions for Goods.
- 43.2 Within 14 days of receipt of the Contract, the successful Bidder shall sign, date, and return it to UNOPS.
- 44. Performance Security**
- 44.1 Within 14 days of receipt of the Contract from UNOPS, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCG, using for that purpose the Performance Security Form included in Section VI, Contract forms, or another Form acceptable to UNOPS. UNOPS shall promptly discharge the Bid Securities of the unsuccessful Bidders pursuant to Instructions to Bidders Sub-Clause 21.4.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event UNOPS may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by UNOPS to be qualified to perform the Contract satisfactorily.

Section II. Bidding Forms

Table of Forms

1. Bid / No Bid Confirmation Form
2. Check-List Form
3. Bidder Information Form
4. Joint Venture Partner Information Form
5. Bid Submission Form
6. Price Schedule Form
7. Technical Specification Form
8. Bid Security (Bank Guarantee) Form
9. Manufacturer's Authorization Form
10. Performance Statement Form
11. No Adverse Action Confirmation Form

1. Bid / No Bid Confirmation Form

[Complete this page and return it prior to bid opening if you do not intend to bid]

Date:

To: UNOPS
North America Regional Office
Roger Cattaneo

Email: Email: RogerC@unops.org

From: _____

Subject: ITB, UNOPS case no.: *NAO/MA/IRQ/ITB/11/031* – Project no. 00075756

YES, we intend to submit an offer.

NO, we are unable to submit a bid in response to the above mentioned invitation to bid due to the reason(s) listed below:

- ☐ The requested products are not within our range of supply
- ☐ We are unable to submit a competitive offer for the requested products at the moment
- ☐ The requested products are not available at the moment
- ☐ We cannot meet the requested specifications
- ☐ We cannot offer the requested type of packing
- ☐ We can only offer FCA prices
- ☐ The information provided for quotation purposes is insufficient
- ☐ Your ITB is too complicated
- ☐ Insufficient time is allowed to prepare a quotation
- ☐ We cannot meet the delivery requirements
- ☐ We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc)
- ☐ We do not export
- ☐ Our production capacity is currently full
- ☐ We are closed during the holiday season
- ☐ We had to give priority to other clients' requests
- ☐ We do not sell directly but through distributors
- ☐ We have no after-sales service available
- ☐ The person handling the bids is away from the office
- ☐ Others (please specify)
- ☐ We would like to receive future ITBs for this type of goods
- ☐ We don't want to receive ITBs for this type of goods

If UNOPS has questions to the bidder concerning this NO BID, UNOPS should contact

Mr./Ms. _____, phone/email _____, who will be able to assist.

2. Check-List Form

[Please fill in and include with your Bid]

Activity	Yes/No/NA	Page No in your Bid	Remark
Have you duly completed as all the Bidding Forms provided in Section II?; i.e.:			
- Bid / No bid Confirmation			
- Bidder Information			
- Joint Venture Partner Information and associated documents as per Instructions to Bidders Sub Clause 4.4 (if applicable)			
- Bid Submission Form			
- Price Schedule			
- Technical Specification Compliance Confirmation (Comparative Data Table)			
- Performance Statement			
- No Adverse Action Confirmation Form			
Have you provided the information as per Instructions to Bidders Clauses:			
- 18: Documents establishing the conformity of the Goods and Related Services			
- 38: Post-qualification of the Bidder			
- Financial capability related documents			
- Experience and technical capacity related documents			
- Additional requirements			

3. Bidder Information Form

1. Expertise of Organization:

Please fill in

Organization structure (e.g. service provider, wholesaler, trader, manufacturer)	
Years of company experience	
Areas of expertise of organization	
Current Licenses if any, and Permits (with dates, numbers and expiration dates)	
Health Authority Registration Information	
Production Capacity	

2. Quality Assurance Certification:

International Quality Management System (QMS)	
List of other ISO certificates or equivalent certificates	
Presence and characteristics of in-house quality control laboratory	

3. Expertise of Staff:

Total number of staff	
Number of staff involved in similar supply contracts	

4. Client Reference List:

Please provide references such as client details, commercial bank details, etc.

Name of company:	Contact person:	Telephone:	E-mail:
1.			
2.			
3.			

5. Contact details of persons that UNOPS may contact for requests for clarification during bid evaluation:

Name/Surname	
Tel Number (direct)	
Email address (direct):	

PS: This person must be available during the next two weeks following receipt of bid

4. Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: **NAO/MA/IRQ/ITB/11/031**

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with Instructions to Bidders Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> JV Agreement, or letter of intent to enter into such an Agreement, signed by the legally authorized signatories of all the parties

5. Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Invitation to Bid No.: **NAO/MA/IRQ/ITB/11/031**

To: UNOPS NAO, Mine Action Cluster

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Amendment No.: _____ *[insert the number and issuing date of each Amendment];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in Instructions to Bidders Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with Instructions to Bidders Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with Instructions to Bidders Clause 44 and GCC Clause 12 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from countries _____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*
- (h) We have no conflict of interest in accordance with Instructions to Bidders Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by UNOPS, in accordance with Instructions to Bidders Sub-Clause 4.3;
- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:_____ *[insert signature of person whose name and capacity are shown]*

In the capacity of _____*[insert legal capacity of person signing the Bid Submission Form]*

Name:_____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of:_____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

6. Price Schedule Form

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by UNOPS in the Schedule of Requirements.]

BIDDER'S TOTAL PRICES (Price & Currency to be entered by Bidder):	
TOTAL FIRM FCA PRICE LOT 1	
TOTAL FIRM DAP PRICE LOT 1, Baghdad, Iraq	
TOTAL FIRM FCA PRICE LOT 2	
TOTAL FIRM DAP PRICE LOT 2, Baghdad, Iraq	
TOTAL FIRM FCA PRICE LOT 3	
TOTAL FIRM DAP PRICE LOT 3, Baghdad/ Sulaimaniyah, Iraq	

BIDDER'S PRICES FOR GOODS (Price & Currency to be entered by Bidder):							
ITEM /LOT	DESCRIPTION	QTY (a).			CURRENCY:		
			UNIT PRICE FCA (b)	UNIT PRICE DAP (c)	TOTAL PRICE FCA (a)x(b)	TOTAL PRICE DAP (a)x(c)	
LOT 01							
1.1	Sat phone with pre-paid sim card	5					
LOT 02							
2.1	VHF radio base station with antenna	1					
2.2	VHF radio hand held	12					
LOT 03 - Equipment							
3.1	Range Finder	10					
3.2	Compass	30					
3.3	Large Loop UXO Detector	6					
3.4	Digital Global Positioning System GPS	25					
3.5	Wind meter	14					
3.6	Electronic collars (for dogs)	4					
3.7	Eye protectors	10					

BIDDER'S DISCOUNT FOR ACCELERATED PAYMENT

_____% of total firm price for each calendar day less than thirty (30) days

BIDDER'S DELIVERY DATA

Country of origin of offered products:	Item 1.1	
	Item 2.1	
	Item 2.2	
	Item 3.1	
	Item 3.2	
	Item 3.3	
	Item 3.4	
	Item 3.5	
	Item 3.6	
FCA point(s) of delivery for offered products:	Lot 01	
	Lot 02	
	Lot 03	
Delivery time (FCA from date of order):	Lot 01	
	Lot 02	

Shipment dimensions of offered products (Including package):	Lot 03				
		Gross weight	Total volume	Containers (if applicable):	
				Number	Size
	Lot 1				
	Lot 2				
	Lot 3				
	Total				

BIDDER'S SIGNATURE AND CONFIRMATION OF THE ITB

PROVIDED THAT A PURCHASE ORDER IS ISSUED BY UNOPS **WITHIN THE REQUIRED BID VALIDITY PERIOD** , THE UNDERSIGNED HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH PURCHASE ORDER, TO FURNISH ANY OR ALL ITEMS AT THE PRICES OFFERED AND TO DELIVER SAME TO THE DESIGNATED POINT(S) WITHIN THE DELIVERY TIME STATED ABOVE.

Exact name and address of company

COMPANY NAME _____

ADDRESS _____

PHONE NO. _____ FAX NO. _____

EMAIL ADDRESS OF CONTACT PERSON _____

OTHER EMAIL ADDRESSES _____

AUTHORIZED SIGNATURE DATE

NAME OF AUTHORIZED SIGNATORY (TYPE OR PRINT)

FUNCTIONAL TITLE OF SIGNATORY

WEB SITE

7. Technical Specification Form

(Comparative Data Table)

Bidders must complete the right column of the table and the compliance confirmation statement as included in Section III, Schedule of Requirements; Technical Specifications.

8. Bid Security (Bank Guarantee) Form

No Bid Security is requested

9. Manufacturer's Authorization Form

No Manufacturer's Authorization is requested

10. Performance Statement Form

(for the period of the last five years)

Bid no: _____

Date of Opening: _____

Name of the Firm _____

Order placed by (Full address of purchaser)	Order no & date	Description & quantity of ordered items	Value of Order	Date of completion of Delivery		Remarks indicating reasons of late delivery, if any	Was the supplies of goods satisfactory
				As per Contract	Actual		

Signature and seal of the Bidder

Countersigned by and seal of Chartered Accountant -----

To be attached: Documentary evidence (Client's certificate) in support of satisfactory completion of above orders.

11. No Adverse Action Confirmation Form

This is to certify that *[delete unwanted option]*:

- a. No adverse action has been taken against the Bidder *[insert Bidder's name]* and the manufacturers *[insert manufacturer's name]* whose products are being offered by the Bidder against this Invitation to Bid, in the last 5 (Five) years.
- b. The following instances of previous past performance have resulted in adverse actions taken against the Bidder *[insert Bidder's name]* and the manufacturers *[insert manufacturer's name]* whose products are being offered by the Bidder, in the last 5 (Five) years. Such adverse actions included:

(indicate date and reasons for adverse actions and result of adverse actions; i.e. suspension or cancellation of manufacturing license by regulatory authorities, product recalls, blacklisting, debarment from bidding etc.)

Signature _____
Name _____
Designation with stamp _____
Date _____

Section III. Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule
2. List of Related Services and Completion Schedule
3. Technical Specifications
4. Drawings
5. Inspections and Tests

1. List of Goods and Delivery Schedule				
Line Item/Lot N°	Description of Goods	Quantity	Unit	Delivery Schedule from date of Contract
Lot 01				
1.1	Sat phone with pre-paid sim card	5	<i>Each</i>	<i>Maximum 20 days from the date of order</i>
Lot 02				
2.1	VHF radio base station with antenna	1		<i>Maximum 20 days from the date of order</i>
2.2	VHF radio hand held	12		<i>Maximum 20 days from the date of order</i>
Lot 03				
3.1	Range Finder	10	<i>Each</i>	<i>Maximum 20 days from the date of order</i>
3.2	Compass	30	<i>Each</i>	<i>Maximum 20 days from the date of order</i>
3.3	Large Loop UXO Detector	6	<i>Each</i>	<i>Maximum 20 days from the date of order</i>
3.4	Digital Global Positioning System GPS	25	<i>Each</i>	<i>Maximum 20 days from the date of order</i>
3.5	Wind meter	14	<i>Each</i>	<i>Maximum 20 days from the date of order</i>
3.6	Electronic collars (for dogs)	4	<i>Each</i>	<i>Maximum 20 days from the date of order</i>
3.7	Eye protectors	10	<i>Each</i>	<i>Maximum 20 days from the date of order</i>

Consignee address and Consignee-wise Quantity distribution

Line Item/Lot N°	Consignee Address	Quantity	Unit

1.1	<p>Directorate for Mine Action / DMA Ministry of Environment Alle 23, Sector 929, Babel Q., Arasat street, Karrada Opposite to Ministry of Environment, Baghdad/Iraq</p> <p>Moamar Salah Abduslam Ministry of Environment Directorate for Mine Action / DMA Assistant Operations & QA-QC Officer Mobile: 00964 790 2328 354; 00964 770 7993 379</p>	5	Each
2.1	<p>Directorate for Mine Action / DMA Ministry of Environment Alle 23, Sector 929, Babel Q., Arasat street, Karrada Opposite to Ministry of Environment, Baghdad/Iraq</p> <p>Moamar Salah Abduslam Ministry of Environment Directorate for Mine Action / DMA Assistant Operations & QA-QC Officer Mobile: 00964 790 2328 354; 00964 770 7993 379</p>	1	Each
2.2	<p>Directorate for Mine Action / DMA Ministry of Environment Alle 23, Sector 929, Babel Q., Arasat street, Karrada Opposite to Ministry of Environment, Baghdad/Iraq</p> <p>Moamar Salah Abduslam Ministry of Environment Directorate for Mine Action / DMA Assistant Operations & QA-QC Officer Mobile: 00964 790 2328 354; 00964 770 7993 379</p>	12	Each
3.1	<p>General Directorate for Mine Action Maleek Mahmood St. Opposite to Benaee Fuel Station Talary Harne Building, 3rd & 4th floor Phone: 00964533189049 Sulaimaniyah/Iraq</p> <p>Jamal Nadir Hamad Director General General Directorate of Mine Action haji.masifi@gmail.com Mobile: 009647701522703</p>	10	Each
3.2	<p>General Directorate for Mine Action Maleek Mahmood St. Opposite to Benaee Fuel Station Talary Harne Building, 3rd & 4th floor Phone: 00964533189049 Sulaimaniyah/Iraq</p> <p>Jamal Nadir Hamad Director General General Directorate of Mine Action haji.masifi@gmail.com Mobile: 009647701522703</p>	30	Each

3.3	<p>Directorate for Mine Action / DMA Ministry of Environment Alle 23, Sector 929, Babel Q., Arasat street, Karrada Opposite to Ministry of Environment, Baghdad/Iraq</p> <p>Moamar Salah Abduslam Ministry of Environment Directorate for Mine Action / DMA Assistant Operations & QA-QC Officer Mobile: 00964 790 2328 354; 00964 770 7993 379</p>	6	Each
3.4	<p>Directorate for Mine Action / DMA Ministry of Environment Alle 23, Sector 929, Babel Q., Arasat street, Karrada Opposite to Ministry of Environment, Baghdad/Iraq</p> <p>Moamar Salah Abduslam Ministry of Environment Directorate for Mine Action / DMA Assistant Operations & QA-QC Officer Mobile: 00964 790 2328 354; 00964 770 7993 379</p>	10	Each
	<p>General Directorate for Mine Action Maleek Mahmood St. Opposite to Benaee Fuel Station Talary Harne Building, 3rd & 4th floor Phone: 00964533189049 Sulaimaniyah/Iraq</p> <p>Jamal Nadir Hamad Director General General Directorate of Mine Action haji.masafi@gmail.com Mobile: 009647701522703</p>	15	Each
3.5	<p>General Directorate for Mine Action Maleek Mahmood St. Opposite to Benaee Fuel Station Talary Harne Building, 3rd & 4th floor Phone: 00964533189049 Sulaimaniyah/Iraq</p> <p>Jamal Nadir Hamad Director General General Directorate of Mine Action haji.masafi@gmail.com Mobile: 009647701522703</p>	14	Each
3.6	<p>General Directorate for Mine Action Maleek Mahmood St. Opposite to Benaee Fuel Station Talary Harne Building, 3rd & 4th floor Phone: 00964533189049 Sulaimaniyah/Iraq</p> <p>Jamal Nadir Hamad Director General General Directorate of Mine Action haji.masafi@gmail.com Mobile: 009647701522703</p>	4	

3.7	<p>General Directorate for Mine Action Maleek Mahmood St. Opposite to Benaee Fuel Station Talary Harne Building, 3rd & 4th floor Phone: 00964533189049 Sulaimaniyah/Iraq</p> <p>Jamal Nadir Hamad Director General General Directorate of Mine Action haji.masafi@gmail.com Mobile: 009647701522703</p>	10	
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2. Technical Specifications

Comparative Data Table

Bidders must complete the right column of the below table and the compliance confirmation statement:

LOT 1 – Item 1.1 Satellite mobile phone handheld – 05 units

Our minimum requirements:	Your offer (Please fill in):	Compliance Yes/No Deviation
Satellite mobile phone handheld with pre-paid sim card (SMS, e-mail, and data)		YES/NO
Full walk-and-talk functionality		YES/NO
Standard lithium Ion battery		YES/NO
Travel charger – 110/220 VAC, 50/60 Hz		YES/NO
Multi-lingual User manual		YES/NO
Talk time min 04 hours		YES/NO
Standby time up to 50 hrs		YES/NO
Warranty: 12 months		YES/NO
Rates: Sat phone to sat phone (same provider): Sat phone to terrestrial network Sat phone to Sat phone (other) SMS: Data:	Sat phone to sat phone (same provider): _____ Sat phone to terrestrial network: _____ Sat phone to Sat phone (other): _____ SMS: _____ Data: _____	
Name of manufacturer/service provider:		
Warranty: 12 months		
Packaging, labelling and shipping must be compliant with national and international standards and regulations		YES/NO
Delivery period: <i>Maximum 20 days from the date of order</i>		YES/NO

Lot 2 - Item 2.1 - VHF base station with antenna– 1 unit

Our minimum requirements:	Your offer (Please fill in):	Compliance Yes/No Deviation
VHF Base Station Motorola GM360 – or equivalent + Mic + Power supply + VHF High Band Antenna		
Frequency Range: VHF 146 - 174 MHz, VHF 68 - 88 MHz, UHF 403 - 440		YES/NO
Memory Channels: 100		YES/NO
Features: - 100 channels - Menu controlled - Emergency mode - Programmable buttons on radio - Further 3 programable buttons on keypad mic - Fast menu scroll - 1 line 8 character alphanumeric display - 9 icons on display - PL/5 tone signalling - Data capability		
Operating Temperature - 20 to + 55 deg C		
Humidity 95%RH @ 50 deg C for 8 hr		
Dust & Water Intrusion IP 54 Applicable EN Standards EN300086, EN301489 01/05, EN60950, EN300113 ISO 9001 Standard		
Packaging, labelling and shipping must be compliant with national and international standards and regulations		Yes /No
Delivery period: <i>Maximum 20 days from the date of order</i>		

Lot 2 Item 2.2 – VHF handheld radio – 12 Units

Our minimum requirements:	Your offer (Please fill in):	Compliance Yes/No Deviation
VHF Motorola GP360 – or equivalent with battery and charger		
Channel Capacity: 255		YES/NO
Transmitter: *Frequencies - Full Bandsplit: VHF: 136-174 MHz UHF: 403-470 MHz		YES/NO
Receiver: *Frequencies - Full Bandsplit: VHF: 136-174 MHz UHF: 403-470 MHz		YES/NO
Sealing: Withstands rain testing per MIL		YES/NO

STD 810 C/D/E and IP54		
Shock and Vibration: Protection provided via impact resistant housing exceeding MIL STD 810-C/D/E and TIA/EIA 603		YES/NO
Dust and Humidity: Protection provided via environment resistant housing exceeding MIL STD 810 C/D/E and TIA/EIA 603		YES/NO
Warranty: 12 months		YES/NO
Packaging, labelling and shipping must be compliant with national and international standards and regulations		YES/NO
Delivery period: <i>Maximum 20 days from the date of order</i>		YES/NO

Lot 3 – Item 3.1 - Range Finder -10 units

Our minimum requirements:	Your offer (Please fill in):	Compliance Yes/No Deviation
Range finding system that rapidly provides an accurately measured distance from 10 m to approximately 1500 m (1600 yards)		YES/NO
Model:		
Monocular with a built-in LED in the field of view. The LED displays a viewfinder for aiming and other relevant data for adjustments and readout output data.		YES/NO
Magnification: 7.0x24		YES/NO
Scanning and Stationary Modes		YES/NO
Metering Range/Accuracy: Range: 33'/10 m to ≈1600 yd/1500 m Accuracy: ± 1.0 m-366 m ±2.0 m-732 m ±0.5% above 732 m		YES/NO
Laser Type: EN/FDA class 1 eye-safe invisible laser		YES/NO
Field of View: 6.6° - 346' @ 1000 yd / 115 m @ 1000 m		YES/NO
Waterproof		YES/NO
Fog proof		YES/NO
Power supply		YES/NO
Warranty:		YES/NO
Instruction manual: English		YES/NO
Name of manufacturer:		
Packaging, labelling and shipping must be compliant with national and international standards and regulations		YES/NO

Lot 3 3.2 Compass - 30 units

Our minimum requirements:	Your offer (Please fill in):	Compliance Yes/No Deviation
Compass Silva System		YES/NO
Features: 0° - 360° dial		YES/NO
2° graduations		YES/NO
Sighting mirror		YES/NO
1/20 inch and millimetre rules		YES/NO
1:24,000 map scale		YES/NO
1:25,000 & 1:50,000 romer scales		YES/NO
Clinometer		YES/NO
Map magnifier		YES/NO
Luminous points for night use		YES/NO
Geared declination adjustment		YES/NO
Silicone feet		YES/NO
Lanyard with adjustable slider and screwdriver		YES/NO
Compass case		YES/NO
Instruction Manual		
Warranty:		YES/NO
Name of manufacturer:		
Packaging, labelling and shipping must be compliant with national and international standards and regulations		YES/NO

Lot 3 Item 3.3 Large Loop UXO Detector - 6 units

Our minimum requirements:	Your offer (Please fill in):	Compliance Yes/No Deviation
Conventional mine detector operating on Pulse Induction principle for the detection of metal components in UXO		YES/NO
Model:		
The device can be adjusted to various types of non-co-operative soils and to suppress surface bound small fragmentation		YES/NO
Compact electronics unit, lightweight and splash water proof. Target acquisition is indicated by audio alarm and by galvanometer reading. Detection results can be stored in a Data Logger for plotting or further processing by software. Different indication characteristics can be selected to suit adverse working conditions		YES/NO
The detection range factor calculates the detection distance of a ferrous metal object, which corresponds in size to that of the search head. The factor of three would mean that a search head sized object would be detected at a distance which corresponds to three times of the		YES/NO

diameter given. The detector is set to high sensitivity and the measurement is carried out in air. Detection ranges in air are just an indication for the system sensitivity and should not be confused with the detection range achieved on objects buried in soil as the local search conditions have an influence on the achievable results.		
Power supply 8 x dry batteries 1,5 Volts LR 14 C-cell or 8 rechargeable batteries 1,2 V 2,8 Ah		YES/NO
Operational Instruction		
Warranty:		YES/NO
Name of manufacturer:		
Packaging, labelling and shipping must be compliant with national and international standards and regulations		YES/NO

Lot 3 – Item 3.4 Digital Global Positioning system - 25 units

Our minimum requirements:	Your offer (Please fill in):	Compliance Yes/No Deviation
GPS GARMIN - GPSMAP® 62s or equivalent		
Navigation features: Automatic routing (turn by turn routing on roads), Electronic compass, Barometric altimeter, Area calculation		YES/NO
Temperature range: 5°F to 158°F (-15°C to 70°C)		YES/NO
Accessories Standard: User's manual Quick reference guide Wrist strap Carrying case		YES/NO
Warranty:		YES/NO
Name of manufacturer:		
Packaging, labelling and shipping must be compliant with national and international standards and regulations		YES/NO

Lot 3 Item 3.5 Wind Meter - 14 units

Our minimum requirements:	Your offer (Please fill in):	Compliance Yes/No Deviation
Wind meter: Measures temperature, humidity, and wind speed. Features: Highprecision measuring Direction independent rotor Wind speed Temperature 1 second refresh Windchill (Wind Chill) Relative humidity		YES/NO

Dew point Protection cap Rainproof Fotostativ winding		
Technical Data: Temperature: Range: -20 bis +80 °C Precision: +/- 0,5 °C Units: °C - °F		YES/NO
Wind: Range: 3 - 255 km/h Precision: +/- 3% Units: Knoten - mph - km/h - fps - m/s		YES/NO
Hygro: Range: 2 - 100 % RH Precision: +/- 3% Units: % Relative humidity		YES/NO
Baro: Units: hPa – Hg		YES/NO
Altitude: m – ft		YES/NO
Power Supply: Long-life Lithium Battery		YES/NO
Warranty:		YES/NO
Name of manufacturer:		
Packaging, labelling and shipping must be compliant with national and international standards and regulations		YES/NO

Lot 3 Item 3.6 Electronic Collars (for dogs) - 4 units

Our minimum requirements:	Your offer (Please fill in):	Compliance Yes/No Deviation
Electronic Collars An electronic training collar with a simple control designed for the reinforcement of commands for medium to large dogs		
Transmitter: Range: up to 200 meters Suitable for dogs from 22kg Audible Bleep Tone FREE Training DVD Six fixed adjusted levels of correction pulses Power supply CR2 3V battery		YES/NO
Receiver (Collar): Waterproof Adjustable length of collar: 20 – 70 cm Power supply: CR2 3V lithium battery		YES/NO
Warranty:		YES/NO
Name of manufacturer:		
Packaging, labelling and shipping must be compliant with national and international standards and regulations		YES/NO

Lot 3 Item 3.7 Eye Protector - 10 each

Our minimum requirements:	Your offer (Please fill in):	Compliance Yes/No Deviation
Eye Protector contains three interchangeable lenses; amber, clear and tinted, adjustable strap, temples, carry case		
Features: Flame resistant foam padding forms a seal to keep out dust and airborne particles Lenses are treated to prevent fogging Strap has Quick Fit retainer for easy on/off allows air to flow freely reducing heat Replacement lens system Lenses provide 99% protection against harmful UV rays Meets ANSI Z87.1-2003 High Impact requirements Interchangeable temples/strap included with each pair		YES/NO
Warranty:		YES/NO
Name of manufacturer:		
Packaging, labelling and shipping must be compliant with national and international standards and regulations		YES/NO

THE OFFERED PRODUCTS ARE IN ACCORDANCE WITH THE REQUIRED SPECIFICATIONS AND TECHNICAL REQUIREMENTS:

YES

NO

ANY DEVIATIONS MUST BE LISTED BELOW:

Drawings

These Bidding Documents includes no drawings.

3. Inspections and Tests

The following inspections and tests shall be performed:

The Vendor shall get the Goods inspected in the manufacturer's works by a competent authority and submit a guarantee/warranty certificate that the Goods conform to laid down specifications.

If the Goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective Goods to the satisfaction of the Purchaser.

Section IV. General Conditions for Goods

In the event of an order, the UNOPS General Conditions will apply. The conditions are available at: <http://www.unops.org/english/whatweneed/Pages/Guidelinesforsuppliers.aspx> under “Guidelines to suppliers > UNOPS general conditions of contract”. If your company is unable to access the document, please send an email request to: *RogerC@unops.org* and the UNOPS General Conditions will be sent to you electronically.

Section V. Special Conditions of Contract

1. Contract Price (see GCG clause 3):

The prices charged for the Goods supplied and the related Services performed shall not be adjustable.

2. Packaging of the Goods (see GCG clause 4):

The Vendor shall:

Ensure appropriate pilfer-proof export packing. All cases and crates must be wrapped inside with heavy-duty plastic-lined paper. Each case/crate/carton must be band strapped and able to withstand tough handling.

Skids for truck handling are imperative if the gross weight is more than 30 kg.

- Ensure that vehicles should be prepared according to industry standard export protection for sea voyage. All tools, spare parts, mirrors, and other easily removable items and manuals to be enclosed in secure pilfer-proof packaging.
- Ensure that consignment to be marked as indicated in the Contract.
- Ensure that each case/crate/carton must carry a consecutive number, dimensions, volume, and weight (i.e. Case No. X of Y cases, A x B x C cm, E m3, D kg). Markings must be done with weatherproof material.
- Each case/crate/carton must carry outside a copy of the packing list describing the contents of the case/crate/carton. Outside case No. 1 should be attached a full set of invoices covering the actual delivery. It is preferred that the accompanying papers be made out in the *English* language
- Ship the Goods in 20 / 40 foot containers,

3. Delivery of Goods (see GCG clause 7):

1. FCA shipments:

Upon hand-over to the freight forwarder a fax or e-mail must be sent to:

- UNOPS/NAO at RogerC@unops.org
- *Consignee Will be provided*

advising: Contract Number, Project No., Number of boxes/crates, Total weight net/gross in kg, Total cubic meters, ETD port of shipment, Name of vessel, ETA to final destination and including a copy of the invoice & shipping documents.

Details of Shipping and other Documents to be issued and forwarded immediately upon shipment of the Goods, to the following address:

United Nations Office for Project Services
North America regional Office
Mine Action Cluster
The Chrysler Building
405 Lexington Avenue, 5th Floor
New York, New York 10174
United States of America
Tel: +1212 457 1864

- (Through) Bill of Lading in the name of Consignee marked “CLEAN ON BOARD” and “FREIGHT PRE-PAID”. Bill of Lading must carry the following text under Shipper: “ON BEHALF OF UNOPS”: 1 original & 2 copies
- Invoice in the name of UNOPS: 1 original & 2 certified copies
- Packing List: 2 copies
- Inspection Certificate issued by nominated inspection agency: 1 original & 1 copy
- Manufacturer’s Warranty’s Certificate: 1 original & 1 copy

2. For CPT by air,

Immediately upon shipment a fax or e-mail must be sent to:

- UNOPS/NAO at RogerC@unops.org

- *Consignee Will be provided*

advising: Contract Number, Project No., Number of boxes/crates, Total weight net/gross in kg, Total cubic meters, ETD airport of shipment, Name of air line, Flight No., ETA to final destination and including a copy of the invoice & shipping documents.

Details of Shipping and other Documents to be issued and forwarded immediately upon shipment of the Goods, to the following address:

United Nations Office for Project Services
North America Regional Office
Mine Action Cluster
The Chrysler Building
405 Lexington Avenue, 5th Floor
New York, New York 10174
United States of America
Tel: +1212 457 1864

- Airway bill in the name of Consignee marked “CLEAN ON BOARD” and “FREIGHT PRE-PAID”. Airway bill must carry the following text under Shipper: “ON BEHALF OF UNOPS”: 1 original & 2 copies
- Invoice in the name of UNOPS: 1 original & 2 certified copies
- Packing List: 2 copies
- Inspection Certificate issued by nominated inspection agency: 1 original & 1 copy
- Manufacturer’s Warranty’s Certificate: 1 original & 1 copy

The above documents shall be received by UNOPS well in advance of the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

4. Inspection of the Goods (see GCG clause 8):

The inspections and tests shall be: at arrival at the destination. The Inspections shall be conducted at: UNDP premises, Baghdad, Iraq

5. Acceptance of Goods (see GCG clause 9):

For payment purposes the following documents must be sent for CPT by air,

- Invoice in the name of UNOPS: 1 original & 2 copies
- Packing List: 1 original & 2 copies
- Airway Bill in the name of Consignee: 2 copies
- Inspection Certificate issued by nominated inspection agency: 1 original & 1 copy
- Manufacturer’s Warranty’s Certificate: 1 original & 1 copy
- Mill Test Certificate: 1 original & 1 copy
- Certificate of Origin: 1 original
- Proof of documents delivery to consignee (courier AWB No. or delivery receipt from courier): 1 copy
- Bank information: Bank name & address, account number, account title, ABA/Swift Code, IBAN No (for European banks only).

IMPORTANT: Any change to the bank details should be notified to UNOPS immediately. Failure to do so might lead to delay in payment, for which UNOPS will not be held responsible.

Payment will be effected within thirty (30) days of receipt of the above documents by this office, or

Above documents must be sent to:

United Nations Office for Project Services
North America Regional Office
Mine Action Cluster
The Chrysler Building

405 Lexington Avenue, 5th Floor
New York, New York 10174
United States of America
Tel: +1212 457 1864
Attn: Roger Cattaneo

6. Performance Security (see GCG clause 12):

A Performance Security “shall not” be required.

7. Warranties (see GCG clause 13):

8. Liquidated Damages (see GCG clause 16):

Section VI. Contract Forms

Table of Forms

1. Contract Form
2. Performance Security
3. Bank Guarantee for Advance Payment

1. Contract Form

In the event of a Contract, the successful Bidder shall receive this form duly filled.

Purchase Order No.:		Project No. :			
P.O. DATE :	IMPORTANT: All shipments, invoices and correspondence must show PURCHASE ORDER and PROJECT NUMBERS.				
SHIP BY:					
CONSIGNEE:		VENDOR N°:			
Attn.:		Attn.:			
Tel.:		Tel.:			
Fax:		Fax:			
DELIVERY TERMS (INCOTERMS 2010):					
PAYMENT TERMS:					
ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	TOTAL PRICE
1					
2					
Special Terms and Conditions					
A. This purchase order is subject to our Invitation to Bid, Ref. No.: XXXXXX dated XXXXX and according to your offer dated; B. Notify Party; C. Final Destination; D. Other information, if any;; E. Attachments: General Conditions for Goods, Packing and Shipping Instructions, others if any.					
CURRENCY :			GRAND TOTAL:		
Date:					
Queries should be addressed to:					
Buyer: Name, Title, Tel.					
ON BEHALF OF UNOPS:					
Name of Procurement Authority, Title, Business Unit					
ACKNOWLEDGEMENT COPY:					
Vendor's Signature:			Date:		
UNOPS, Office, Address, Country, Tel, Fax					
<p>This Purchase Order may only be accepted by the Vendor's signing and returning the Acknowledgement Copy. Acceptance of this Purchase Order shall effect a Contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the Conditions of this Purchase Order, including the General Conditions for Goods of the United Nations Office for Project Services (UNOPS) and any UNOPS attachments (hereinafter collectively referred to as "This Contract"). No additional or inconsistent provisions proposed by the Vendor shall bind UNOPS unless agreed to in writing by a duly authorised official of UNOPS. UNOPS General Conditions for Goods are available at UNOPS website at http://www.unops.org/english/whatweneed/Pages/Guidelinesforsuppliers.aspx under General conditions of contract. If your company is unable to access the document, Please send an e-mail or fax request to: insert e-mail address and fax number of contact person and the UNOPS General Conditions for Goods will be sent to you electronically or by fax.</p>					

2. Performance Security

Not applicable

3. Bank Guarantee for Advance Payment

Not applicable